

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF TENNESSEE  
AT KNOXVILLE

DREAMA STIDHAM, et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	No. 3:04-cv-139
	)	No. 3:04-cv-168
TIMOTHY HUTCHISON, et al.,	)	
	)	
Defendants.	)	

**MEMORANDUM OPINION**

Pending before the court is the motion of defendant Hartford Insurance Company to dismiss for failure to state a claim [doc. 22]. Hartford Insurance Company asserts that there is no allegation in the complaint related to any wrongful action or inaction on its part that would render it liable to the plaintiffs. The plaintiffs have responded [doc. 25], and state that until they have an opportunity to discover the content of the policies, dismissal would be inappropriate. The court finds that oral argument is unnecessary, and the motion is ripe for the court's consideration.

The court agrees with Hartford Insurance Company that it should be dismissed as a defendant. The plaintiffs, apparently not having read Rule 8 of the



Federal Rules of Civil Procedure, filed a 202 paragraph complaint. Paragraph 20 states that Hartford Insurance Company is sued "by the STATE OF TENNESSEE on the relation of" the individual plaintiffs "as surety on the official sheriff and deputy sheriff bonds executed pursuant to T.C.A. [Tenn. Code Ann.] § 8-8-103 for the use and benefit of Plaintiffs." Paragraphs 147 and 162 state that Hartford Insurance Company "is surety on the bond executed by Defendant HUTCHISON and is liable to Plaintiffs for Defendant HUTCHISON'S neglect and failure to train his deputies on the law pertaining to making lawful arrest." Paragraph 172 claims that Hartford Insurance Company is liable to Plaintiffs as surety on defendant Hutchison's bond. Count Seven [paragraphs 180-187] alleges that Hartford Insurance Company "is liable to the STATE OF TENNESSEE for the use and benefit of Plaintiffs as the surety on Defendant Hutchison's official bond." Finally, in Count Nine the plaintiffs allege that if Hartford Insurance Company successfully defends against its liability as surety, then defendant Hutchison is liable for his negligence in execution of the bonds and become surety for the bonds. As can be seen, none of these allegations relate to any acts that Hartford Insurance Company has or has not done, but rather only to its position as the surety on the sheriff's bond. In the absence of any claims that Hartford Insurance Company has failed its surety responsibilities, neither the

individual plaintiffs nor the State of Tennessee<sup>1</sup> has stated a claim against this defendant.

Therefore, the motion to dismiss filed by defendant Hartford Insurance company will be granted. An order reflecting this opinion will be entered.

ENTER:

s/ Leon Jordan  
United States District Judge

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<sup>1</sup> It is not at all clear that the plaintiffs can name the State of Tennessee as a plaintiff without first notifying the State and seeking the State's permission.